

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRUSTEES of the CHICAGO REGIONAL)	
COUNCIL OF CARPENTERS PENSION)	
FUND, et al.)	
)	
Plaintiffs,)	Case No. 13 C 5113
)	
)	Judge Cole
)	
v.)	
)	
RITEWAY-HUGGINS CONSTRUCTION)	
SERVICES, INC. and LARRY HUGGINS)	
)	
Defendants.)	

Motion for Entry of Judgment

Plaintiffs, by its attorney, Daniel P. McAnally, move this Honorable Court for an entry of judgment and in support Plaintiffs state:

1. This is and ERISA trust fund case seeking delinquent contributions, interest, liquidated damages, dues check-off and attorney fees.
2. On November 20, 2013, the Plaintiffs and Defendants entered into a settlement agreement whereby the Defendants agreed to pay \$101,218.99 in partial payments. (Exhibit A, para. 1) If the Defendants defaulted on the payments, the Plaintiffs retained the right to reinstate this case and enter judgment for the balance owed on the payment arrangement plus all accrued interest, liquidated damages, attorney fees, and any additional contributions owed by the Defendant . (Exhibit A, para. 3)
3. The Defendants failed to honor the payment installments as set forth in the Agreed Order of Dismissal. As a result, the Plaintiffs are now seeking payments of all known amounts due as of May 21, 2014. (Exhibit B, para. 5)

4. The Defendant submitted the contribution reports for the period January 2014 through February 2014 but did not pay the contributions. The reports show that \$19,709.15 is owed in ERISA contributions. The Defendant also failed to remit the union dues it withheld from the employees' wages. The amount of dues withheld is \$1,147.85 for the period January 2014 through February 2014. (Exhibit B, para. 6)

5. Because of its failure to pay contributions in a timely manner, the Trust Agreement and Collective Bargaining Agreement mandate the assessment of liquidated damages. The liquidated damages calculation was based on the rate set forth in the controlling Trust Agreements, which is 1.5% compounded per month. The amount of liquidated damages owed is \$29,351.50 for the period April 2012 through February 2014. (Exhibit B, para. 7)

6. The interest calculation is based on the ERISA Section awarding such interest, 29 U.S.C. §1132(g)(2) and because the relevant Trust Agreements do not specify the rate of interest, the calculations were done pursuant to Section 6621 of the Internal Revenue Code. The amount of interest owed is \$143.04. (Exhibit B, para. 8)

7. The Trust Funds' total claim for contributions, liquidated damages, interest and dues is \$50,351.54. This amount does not include any unknown contributions that may be owed or the amount claimed in an audit, currently pending, which is not part of this lawsuit.

8. The Defendant owes the sum of \$7,837.75 for necessary and reasonable attorney fees which are collectible under the terms of the Agreed Order, Exhibit A, para. 3. The Defendant previously agreed to pay the attorney fees and costs of \$3,227.75. Because of the breach, the Agreed Order allows for Plaintiffs' additional attorney fees. Those fees are \$4,610.00. (Exhibit C, affidavit of Daniel P. McAnally)

9. Defendant, Larry Huggins, is personally liable for the dues of \$1,147.85 under the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, et seq. and because he agreed to personally liable under the terms of the agreed order.

WHEREFORE, Plaintiffs pray that their motion for entry of judgment be granted in the amount of **\$58,189.29** against Riteway-huggins Construction Services, Inc. and that judgment be also granted in the amount of \$1,147.85 against Larry Huggins.

Respectively submitted,

s/ DANIEL P. McANALLY
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